

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

**MARY KAY FRIES, *ET AL.***

Plaintiffs,

v.

**SAFECO INSURANCE COMPANY OF  
INDIANA**

Defendant.

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Case No. 3:18-cv-2802

**DEFENDANT SAFECO INSURANCE COMPANY OF INDIANA'S  
NOTICE OF REMOVAL**

Now comes Safeco Insurance Company of Indiana (“Safeco”), by and through counsel, and for its Notice of Removal of this action from the Common Pleas Court of Mercer County, Ohio to the United States District Court, Northern District of Ohio, Western Division, states:

1. Plaintiffs Mary Kay Fries, New Life Apostolic Church of Celina, Ohio, and Pastor Simon Young (collectively, “Plaintiffs”) filed suit in the Common Pleas Court of Mercer County, Ohio in Case No. 18-CIV-108 on or about November 2, 2018. Plaintiffs’ Complaint alleges causes of action against Safeco for breach of contract and declaratory judgment.

2. Safeco was served with Plaintiffs’ Complaint not more than 30 days ago.

3. This Court has original jurisdiction over this type of action pursuant to 28 U.S.C. §1332(a)(1), and Safeco may therefore remove this action to this Court pursuant to 28 U.S.C. §1441(a), for:

- (a) Complete diversity of citizenship exists between Plaintiffs, who are two individual citizens of Ohio and one corporate citizen which is incorporated in and maintains its principal place of business in Ohio; and Safeco, which is incorporated

in and maintains a principal place of business in a state other than Ohio; and

- (b) Safeco believes the judgment if Plaintiffs were to prevail on the merits of the case as presented in the Complaint could exceed \$75,000, exclusive of costs and interest, given that Plaintiffs have demanded contractual damages in excess of \$75,000, plus damages for their bad faith claim, along with costs and attorney fees, and interest.

4. As required by 28 U.S.C. §1446(b), Safeco is filing this Notice of Removal within thirty days of Safeco being served with Plaintiffs' Complaint.

5. This action was not commenced more than one (1) year ago.

6. As required by 28 U.S.C. §1446(a), Safeco is attaching hereto a copy of each process, pleading and order it has received as Exhibit 1.

7. No other defendant has been properly joined and served, and Safeco therefore does not need the consent of any other party to file this Notice of Removal.

Respectfully submitted,

/s/ William M. Harter

William M. Harter (0072874)

Frank S. Carson (0089575)

FROST BROWN TODD LLC

10 West Broad Street, Suite 2300

Columbus, OH 43215

(614) 464-1211 / (614) 464-1737 (fax)

wharter@fbtlaw.com

fcarson@fbtlaw.com

*Attorneys for Defendant Safeco Insurance  
Company of Indiana*

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Notice of Removal was served by ordinary United States Mail, postage prepaid, this 5th day of December, 2018, upon:

Eric J. Wilson, Esq.  
Randy LaMarr Jr., Esq.  
101 North Front Street  
PO Box 69  
St. Marys, Ohio 45885-0069  
*Attorneys for Plaintiffs Mary Kay Fries, New Life Apostolic Church of Celina, Ohio and Pastor Simon Young*

/s/ William M. Harter  
William M. Harter (0072874)